

**REED SMITH SHAW & McCLAY**

Mr. Whit W. Jordan  
January 28, 1997  
Page 2

A copy of the fax is attached for your review at tab A, and contains no mention of the \$25.00 port charge.

It has been ICI's position from the beginning that ICI is prepared to pay for the service it obtains from BellSouth. We stress, however, that the provision of Synchronet -- absent the \$25.00 port charge -- was from the start an interim solution proposed by BellSouth that was intended to provide the functional and cost surrogate for an unbundled Frame Relay loop. This was the mutual understanding of ICI and BellSouth, as discussed during a luncheon meeting between Tom Allen and Joe Baker, Fred Monacelli and Bill French on November 11, 1996.

ICI initially requested unbundled Frame Relay loops by a written request on July 11, 1996, and has consistently repeated its request to date. In a letter dated September 10, 1996, BellSouth committed to fulfilling that request, although to date it has been unable or unwilling to do so. A copy of the correspondence is attached at tab B for your review. ICI's primary concern continues to be the provisioning of the requested loops, and ICI would prefer not to expend its resources in debating interim solutions. However, until BellSouth can provision the unbundled Frame Relay loops per its commitment -- and ICI stresses its need for such loops as soon as possible -- ICI requests that BellSouth provide the Synchronet links in the way the parties agreed, and at the rates that BellSouth quoted to ICI in writing.

Items 3 and 4: In response to ICI's requests for subloop unbundling arrangements and the provision of call record detail in electronic format, you have confirmed that BellSouth has convened two "task forces" to seek the solutions that ICI has required. While ICI is glad to see some progress on this front, it is profoundly disappointed that BellSouth is unable to provide a more substantive response to ICI's requests at this time. As ICI made clear during our conference call, we do not have complete confidence in the ability of some of the account representatives to provide a timely solution to ICI's requests, and we are profoundly concerned that the establishment of task forces may constitute an unproductive exercise that engenders additional delay. While we will participate actively in these task forces and will work with BellSouth's designated account representatives to the best of our ability, we stress that process is not enough -- ICI requires that solutions be implemented as soon as possible.

Item 5: Regarding ICI's request for clarification of BellSouth's policies on resale, our conversation on the 23rd provided some answers, but additional clarification is required. First, per our conversation, we concluded that ICI can resell BellSouth's Customer Specific Arrangements ("CSAs"), and that, when such CSA's are provided on a long-term contract basis, ICI can assume the remaining term commitment -- and other rights and responsibilities associated with the CSA. We understand that, when ICI assumes such contracts, it will not be considered a termination of service, and no termination liability penalties will be assessed on the customer. It is also our

# REED SMITH SHAW & MCCLAY

Mr. Whit W. Jordan  
January 28, 1997  
Page 3

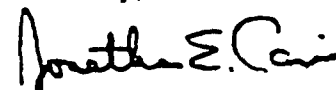
understanding that, because ICI will be reselling the CSAs, the state-prescribed avoidable cost discount will apply to such resale.

Regarding the pricing of nonrecurring charges, we understand that further clarification is required. It is our position that the Telecommunications Act of 1996 does not limit BellSouth's obligation to provide all tariffed services for resale at avoidable cost, and that this requirement applies fully to nonrecurring charges as well as to recurring rates. We understand that BellSouth is taking this position under advisement, and will clarify its own position in the near future.

Whit, thank you for acting as an expediter in obtaining some answers and establishing processes for further action. We look forward to working directly with our account representatives to resolve outstanding issues relating to our interconnection requests, and we look forward to talking with you in the near future to clarify further BellSouth's position on the pricing for our interim Synchronet arrangement, and on the resale treatment of nonrecurring charges.

Again, thank you for your help in this matter.

Sincerely,



Jonathan E. Canis



STATISTICAL DATA REPORT - 2014

ED14C

800-225-5555

STATISTICAL DATA

Date: June 18, 1997

To: Jerry Hendrix  
Pam Kruse

From: Don Davis

Subject: Broadband Exchange Line Component UNEs

Over the past few months, several discussions have taken place between Intermedia and BellSouth regarding Intermedia's ability to purchase the UNEs necessary to provide a Broadband Exchange Line which would be compatible with our data and frame relay products. Such UNEs would replace the current method of utilizing DDAS or Synchronet<sup>™</sup> circuits as a surrogate for this functionality. Discrepancies during these discussions as to what components were necessary to provide this capability have thwarted efforts to reach full agreement on this capability. Attached are three drawings or schematics which we hope to utilize to ensure that both parties fully understand what is being requested and what can be utilized to provide the requested functionality.

The schematics are based upon Intermedia's interpretation of the material which was forwarded by Pam. Three distinct serving arrangements are presented as follows:

1. Intermedia is colocated in same central office as end user;
2. DS1 transport required from end user central office to Intermedia colocation space; and,
3. DS0 transport required from end user central office to Intermedia colocation space.

For each scenario, the items provided by BellSouth and the items provided by Intermedia are clearly marked. Within this context, the functional elements involved in providing the service are presented. This is followed by an itemization of the interconnection rate elements associated with providing the requested functionality. At the bottom of the diagram, Florida interconnection rate elements are presented for illustrative purposes.

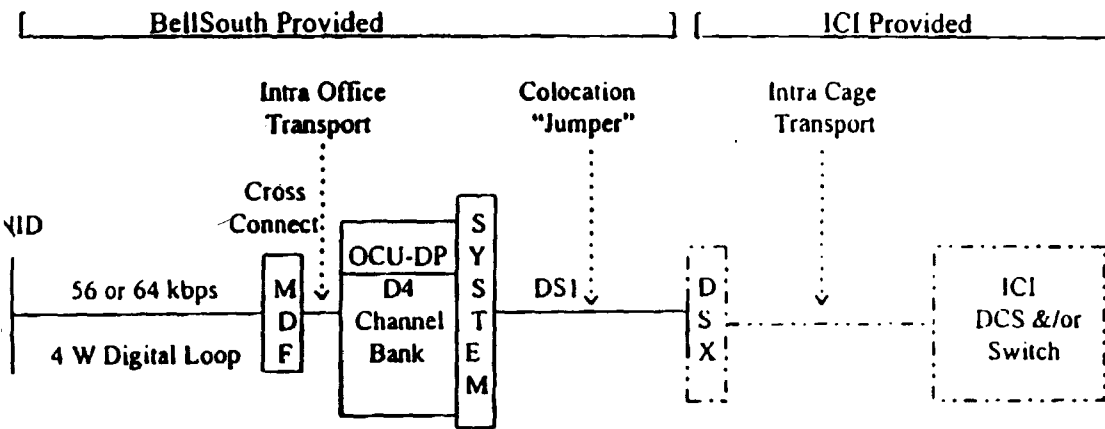
Please review the diagrams and the associated material to ensure that we truly are on the "same page". If we can reach agreement that these are correct, or alternatively, correct them as necessary, we can then proceed to finalizing a contract addendum in this area.

As these arrangements are extremely significant to Intermedia, your response by June 25th would be appreciated. Please call me at (813) 829-6724 if you have any questions concerning this material or Intermedia's interpretation of the UNE requirements.

06/18/97

**adband Exchange Line  
posed UNE Configurations  
vice Components and Chargeable Elements  
(does not include colocation charges)**

Colocated in BST Serving Office



**BellSouth Rate Elements**

4W Digital Loop--|---Channel Interface---|---|---Colocation XConnect---|

Chan System

**Illustrative Florida Recurring Rates**

---\$27.00 @ loop--|-\$1.15 @ ckt-|---|---\$8.00---|

\$400 @ System

BST Item

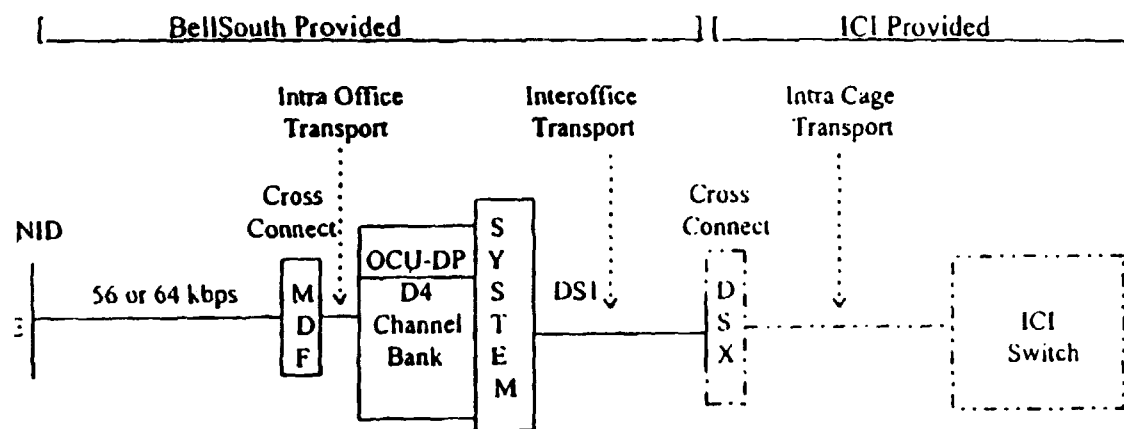
Includes

Loop	NID, Loop, MDF, Cross Connect
Chan Interface	Intra Office Transport, OCU-DP
Chan System	Multiplexing System
Colac XConn	Intra Office Jumper from Chan Bank to ICI Space

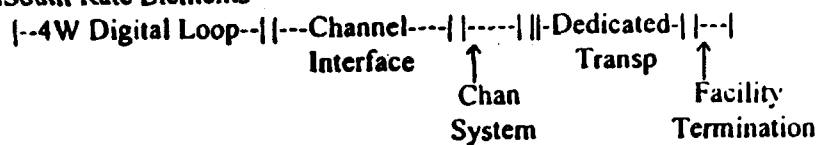
06/18/97

**adband Exchange Line  
posed UNE Configurations  
vice Components and Chargeable Elements  
(does not include colocation charges)**

**Indicated Transport (DS1) From BST Serving Office to ICI Colocation Point**



**BellSouth Rate Elements**



<u>BST Item</u>	<u>Includes</u>
Loop	NID, Loop, MDF, Cross Connect
Chan Interface	Intra Office Transport, OCU-DP
Chan System	Multiplexing System
Ded Transp	DS1
Fac Term	DS1 Termination

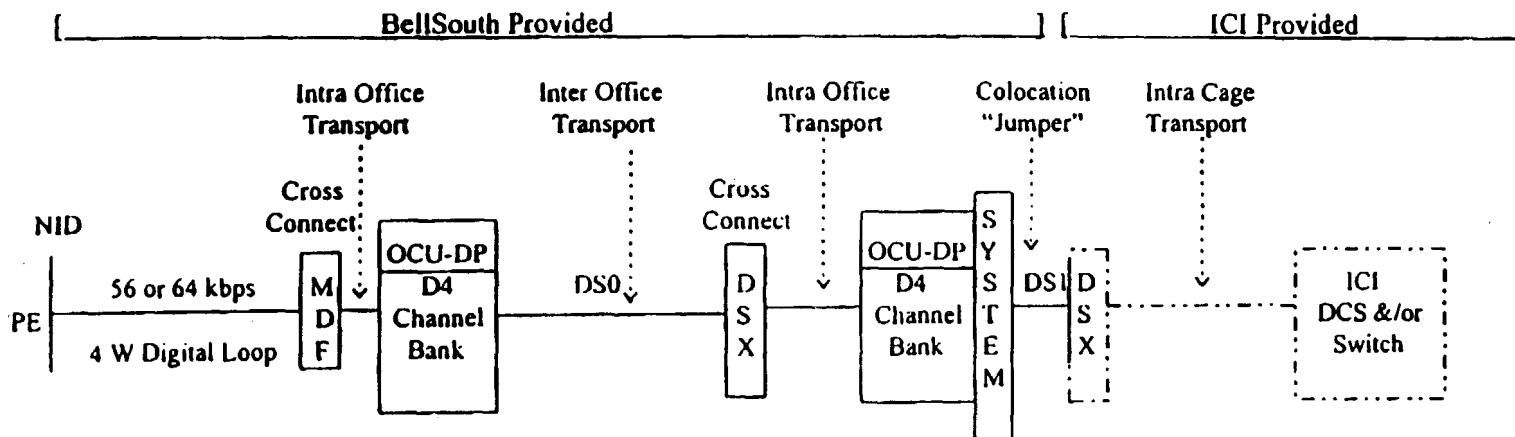
**Illustrative Florida Recurring Rates**

\$27.00 @ loop-  
 \$1.15 @ ckt-  
 \$400 @ System  
 \$16.75 @ Mile  
 \$59.75

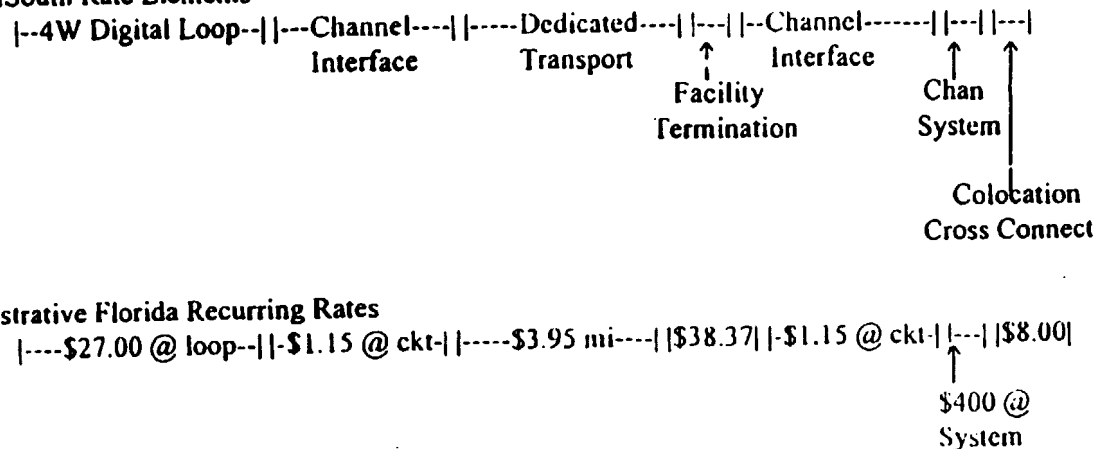
06/18/97

# **Broadband Exchange Line** **Proposed UNE Configurations** **Service Components and Chargeable Elements** (Does not include colocation charges)

## Dedicated Transport (DSO) From BST Serving Office to ICI Colocation Point



## **BellSouth Rate Elements**



<u>BST Item</u>	<u>Includes</u>
Loop	NID, Loop, MDF, X Connect
Chan Interface	Intra Office Transp, OCU-DP
Ded Transport	DSO
Fac Term	DSX, Cross Connect
Chan Interface	Intra Office Transp, OCU-DP
Chan System	Multiplexing System
Colac XConn	Intra Office Jumper - Chan Bank to ICI

## **Illustrative Florida Recurring Rates**

\$27.00 @ loop - \$1.15 @ ckt - \$3.95 mi - \$38.37 - \$1.15 @ ckt - \$8.00  
 \$400 @ System

July 12, 1997

To: Jerry Hendrix - BellSouth Telecommunications

From: Julia Strow - Intermedia Communications 

Subject: Current Local Interconnection Issues

Per your request, outlined below is a listing and status of the issues discussed on our conference call Friday, July 11, 1997.

#### NetSolve Circuits

In May, 1997, due to the acquisition of Netsolve earlier this year, Intermedia requested that the conversion process for the Netsolve circuits to be moved to the Intermedia unbundled frame relay arrangement with BellSouth be initiated. Intermedia agrees that at such time that orders can be placed or at such time that the circuits can be converted through a mechanized conversion that such action will be taken by Intermedia. This is consistent with the agreement BellSouth and Intermedia have at present on the frame relay circuits. At present the processes are still being worked out between the companies. The issue outstanding between BellSouth and Intermedia is the date that the credits should be initiated. Intermedia's position is that the credits should have been initiated at the time the Netsolve circuits became Intermedia circuits, therefore, retroactive credit is due.

#### Frame Relay Unbundling

BellSouth is reviewing the schematics forwarded by Intermedia that represent our understanding of the unbundled network elements being provided by BellSouth. Intermedia has received a verbal response from Pam Kruse that BellSouth is in agreement with the Intermedia schematics. A written response confirming the verbal response has been requested by Intermedia and it is our understanding that this response will be forwarded on Monday, July 14<sup>th</sup>. Additionally, Intermedia has requested that the March contract addendum be updated to reflect the unbundled network components agreed to and to update the pricing associated with these elements. Intermedia's understanding is that BellSouth will provide this update.

#### Resale Agreement

Several issues have been raised by Intermedia concerning the new resale agreement. It is Intermedia's understanding that BellSouth will agree to the changes requested by Intermedia with the exception of Item A. in Section III. General Provisions. Intermedia and BellSouth are not in agreement as to the intent and the interpretation of the FCC's order in CC Docket 98-96 on the issue of whether Intermedia can purchase



telecommunications services from BellSouth at the wholesale rate for its own use. This issue is under review by the attorneys representing our companies. As information, Jon Canis of Kelley, Drye and Warren LLP (202-966-9664), is the attorney BellSouth should contact for resolution of this issue with Intermedia.

July 31, 1997

To: Pam Kruse - BellSouth

From: Julia Strow - Intermedia

Subject: Unbundled Frame Relay Network Elements

I wanted to follow up on some of the contract issues we have discussed over the last few weeks. You have indicated that the contract amendment signed February 24, 1997, when coupled with the proposed pending contract amendment will contain all of the elements necessary to support the unbundled network elements we have requested. While Intermedia agrees that all the rate elements for the "piece-parts" are resident between the two agreements, we do have a couple of issues that need to be addressed before we sign the pending amendment. First, there is a discrepancy and possibly an error in the rates for dedicated transport. The February amendment shows the DS1 mileage rate at \$1.60 per mile and the pending amendment shows this same rate element as \$16.75. This is a fairly significant difference. Could you please clarify if the proposed amendment rate is an error.

Second, the February amendment contains a technical description of the unbundled four wire loop. We request that technical descriptions of the other unbundled network elements also be developed in a similar manner to describe the technical capabilities of the other elements.

Third, we need to test a circuit from order entry to cutover to make sure that it works and to make sure that the ordering and provisioning processes are in place and prepared to handle our ongoing activity. I do know that we discussed working together on the ordering and provisioning processes so that we don't run into unanticipated problems.

Also, as we discussed we want to work toward a mechanized conversion of our embedded base. At such time that we have completed the other items above, we will convert the base to the unbundled arrangement and at that time all orders for new service will be processed as unbundled elements.

Pam, most of the above has been discussed by our two companies and should come not be a surprise, however, if you have any questions, please do not hesitate to call me.

cc: Mike Viren  
Jerry Hendrix

April 18, 1997

Pam Kruse,  
BellSouth Telecommunications

Dear Pam,

Here is a list of proposed topics for discussion at our April 24<sup>th</sup> meeting in Atlanta.

Springs Industries - Discuss a resolution of the billing situation and also the implementation package that will be provided by Bill French.

Frame Relay Credits - Update discussion of credits due ICI.

Complaint - Discuss how the complaint sent to BellSouth was resolved and what measures were taken to prevent future abuses.

Nodal Charge - Discuss correction of nodal charges levied on ICI for the conversion to Synchronet pricing.

EDI - Update on the status of ICI's offer to be a beta test site for ordering unbundled elements, and complex services for resale. Establish time frames for the beta test and identify the appropriate company contacts.

Collocation - BellSouth to provide a copy of the latest version of their Collocation Handbook.

Resale Discounts - Discuss ICI's request to avail itself of the state ordered discounts for resale of BellSouth's services.

If you have any questions or need to speak with me, I can be reached at (813) 829-2896.

Mike Reith

22

file with BLS  
BELLSo file

Tom

**BELLSOUTH**

BellSouth Interconnection  
Room South E4E1  
3535 Colonnade Parkway  
Birmingham, Alabama 35243

April 16, 1997

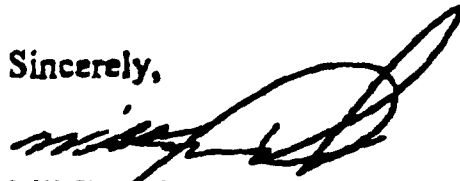
Mr. Tom Allen  
Vice President - Regulatory  
Tampa, FL

Dear Tom:

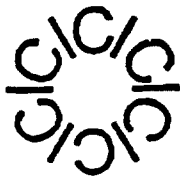
This is in reference to the meeting held in Atlanta between BellSouth and your Company on April 15, 1997. It was agreed in the meeting that ICI would order unbundled digital network elements as set forth in your recent amended agreement. ICI will place orders for two or three test circuits using unbundled elements such as loops, cross connects, channelization and interoffice transport. The discussed configuration does not contain a separate node/timing element. We would like to see ICI order two or three different arrangements. (For example, local channel to I/O mux; local channel, interoffice channel, I/O mux, etc.)

If these test circuits are successfully provisioned and working without a nodal element, the node charge would be credited to ICI for the period of June, 1996 through December, 1996. If the test circuits do not work without a nodal element, the adjustment would stand as-is. Please contact Pam Kruse at 205-977-1445 to proceed with the ordering of these unbundled network elements. We look forward to working with you on this matter. If you have any questions, please feel free to call me at 205-977-0535.

Sincerely,



Bill French  
Sales Director



INTERMEDIA  
COMMUNICATIONS

April 23, 1997

Mr. Bill French  
Director, Sales  
BellSouth Interconnection Services  
Room South E4E1  
3535 Colonnade Parkway  
Birmingham, Alabama 35243

Dear Mr. French

This is in reference to your letter, faxed April 22, 1997, dated April 16<sup>th</sup>, discussing Intermedia's interest in ordering unbundled network elements from BellSouth (copy attached).

Intermedia is indeed interested in ordering unbundled network elements from BellSouth. Intermedia is currently identifying potential customers for such a trial with BellSouth. Once this process is complete, Intermedia will be in a position to place various orders for testing BellSouth's unbundled network elements and associated support systems.

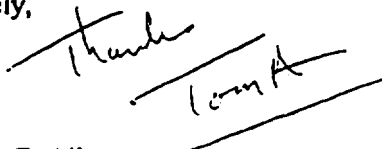
The second topic addressed in your fax was the application of nodal charges. Intermedia takes exception as to the context these charges are referenced in your letter and its implication that nodal charges were discussed by Intermedia during our April 15<sup>th</sup> meeting at BellSouth. In addition, Intermedia does not believe it is appropriate to relate the current nodal charge credits at issue to any future trials with BellSouth.

During our interconnection negotiations and prior to any signed agreement, Intermedia made a written request for an unbundled loop capable of carrying frame relay services. BellSouth stated that it did not have such a product available. BellSouth offered a SynchroNet loop that would be price discounted, as an interim arrangement, until a frame relay loop could be developed (see attached BellSouth SynchroNet document). Intermedia subsequently agreed to this arrangement in an effort to move negotiations along. However, after the interconnection agreement had been struck, BellSouth placed additional (nodal) charges on the SynchroNet loops purchased by Intermedia.

Finally, Intermedia views this nodal charge issue as one of parity. BellSouth does not impose these charges for this functionality on itself or its frame relay customers. Therefore, we do not believe it is appropriate for these charges to be imposed on Intermedia.

Intermedia looks forward to finalizing this matter as it has been a continuing problem for all involved. Intermedia wishes to resolve this matter to everyone's satisfaction. If you would like to discuss this matter further, please call me at (813) 829-2077.

Sincerely,

Handwritten signature of Thomas E. Allen, consisting of a stylized 'T' followed by 'Allen'.

Thomas E. Allen  
Vice President, Strategic Planning and Regulatory Policy

CC: Fred Monacelli  
Jerry Hendrix  
Pam Kruse  
Jon Canis  
Mike Reith



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1 Q Yes.

2 A Is that the issue?

3 Q That is correct.

4 A I'm aware that there has been a lot of  
5 discussion between Intermedia and BellSouth with respect  
6 to those particular loops. There's a long history  
7 associated with that, associated with whether or not it  
8 was even a requirement of the Intermedia agreement.  
9 We've, I think, worked our way through that, and as far  
10 as I know, we've finally reached accommodation and a  
11 means of provisioning that to you.

12 Q That's as an interim resale arrangement as  
13 opposed to the provision of unbundled loops; is that not  
14 the case?

15 A Well, we've reached the interim retail  
16 arrangements some months ago. It was sometime, I think,  
17 last year is where we reached that. I understood that  
18 some time, oh, around May, June, somewhere in that time  
19 frame, we have reached an agreement with -- to provide  
20 you with the actual unbundled elements.

21 Q Let me ask this as a hypothetical then. Let's  
22 assume that BellSouth has been unable and continues to  
23 be unable to provision the -- a subloop unbundled  
24 element and the digital 4-wire loops that Intermedia has  
25 requested. Let's assume that as a hypothetical.

1           Is it BellSouth's contention that the fact  
2 that it lists unbundled loop distribution -- well,  
3 4-wire unbundled digital loops and subloop unbundled  
4 distribution in its statement, is basis enough to obtain  
5 271 relief?

6           A     No, that's not actually true. There are two  
7 parts to your question. One is that the specific loops  
8 that Intermedia has requested, first, those loops have  
9 to be identified as a network element that we are  
10 required to provide in order to show checklist  
11 compliance.

12                 If that is the case, then we would obviously  
13 have to provide those loops upon request with  
14 Intermedia. If those loops are not required to be  
15 provided under the Telecom Act, then, no, it wouldn't --  
16 it would have no impact on checklist compliance. And as  
17 I understand it, the loops that Intermedia has been  
18 requesting, I think they're called frame relay loops,  
19 are not designated network elements.

20           Q     So does BellSouth -- is that also BellSouth's  
21 position with subloop unbundled -- unbundled subloop  
22 elements?

23           A     Unbundled subloop elements of loops that are  
24 not required to be offered, yes. It is not our position  
25 with respect to subloop elements for the ones that are

1 required to be offered, like 2-wire analog and 4-wire  
2 analog and DS-1, and whatever subloop unbundling has  
3 been identified as an unbundled network element for.  
4 But if it's a subloop of a loop that we don't have to  
5 offer, then --

6 Q How about other loops, like digitally  
7 conditioned 64 and 56 kilobit loops? Are those -- can  
8 BellSouth obtain 271 authorization without providing  
9 those as unbundled network elements?

10 A Again, I don't know if you're referring to a  
11 loop that is in fact one that we're required to offer or  
12 not. If you are referring to one that we are required  
13 to offer, then -- and somebody has asked for it, then we  
14 would have to offer it, within whatever the time frame  
15 is that we're required to and under the terms and  
16 conditions that we have to offer it. Based on that  
17 description, I can't tell whether that's one that we  
18 have to offer or not.

19 COMMISSIONER CLARK: Mr. Varner, let me follow  
20 up on that. Is it your testimony that if it is a  
21 designated network element that you have to offer, that  
22 using the bona fide request process is sufficient to  
23 meet the requirement that prices for that element be  
24 cost-based?

25 WITNESS VARNER: Yes, in the instance that

1 we've used it for those subloop elements, because the  
2 bona fide request process requires that the price be  
3 cost-based.

4 COMMISSIONER DEASON: How does that process  
5 work, that a bona fide request is deemed to place an  
6 item at cost?

7 WITNESS VARNER: It doesn't necessarily mean  
8 that the price will be at cost. It means that the price  
9 will be based on cost. And it's similar to a process  
10 that we've had for sometime called special assemblies,  
11 where people want something that's somewhat unique and  
12 they request it, and we go and determine what is the  
13 cost of providing that particular item to that specific  
14 customer in the specific circumstances that they've  
15 asked for it, and then we would establish a price for it  
16 based on their specific set of circumstances.

17 COMMISSIONER DEASON: So under that process,  
18 you identify a procedure you will follow to identify the  
19 cost of providing that on a case-by-case basis?

20 WITNESS VARNER: Yes. And that process is  
21 included in the statement. It's identified in the  
22 statement what that process is, and it has in there  
23 commitment dates by which we would get back to them with  
24 information and so forth to process their request. And  
25 it has the commitment that the prices would be



ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

## BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Consideration of ) Docket No. 960786-TL  
BellSouth Telecommunications, )  
Inc.'s entry into interLATA )  
services pursuant to Section 271 )  
of the Federal )  
Telecommunications Act of 1996. )  
\_\_\_\_\_ )

FIFTH DAY - LATE AFTERNOON SESSION

VOLUME 23

Pages 2443 through 2617

## PROCEEDINGS:

## HEARING

## BEFORE:

JULIA L. JOHNSON, CHAIRMAN  
SUSAN F. CLARK, COMMISSIONER  
J. TERRY DEASON, COMMISSIONER  
DIANE K. KIESLING, COMMISSIONER  
JOE GARCIA, COMMISSIONER

## DATE:

Monday, September 8, 1997

## TIME:

Commenced at 9:00 a.m.

## PLACE:

Betty Easley Conference Center  
Room 148  
4075 Esplanade Way  
Tallahassee, Florida

## REPORTED BY:

Lisa Girod Jones, RPR, RMR

## APPEARANCES:

(As heretofore noted.)

BUREAU OF REPORTING

RECEIVED

9-19-97

DOCUMENT NUMBER-DATE

09013 SEP-86

## I N D E X

## WITNESSES

3	NAME	PAGE NO.
4	JULIA A. STROW	
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	Cross Examination by Mr. Rankin	2456
6	Cross Examination by Ms. Culpepper	2467
	Redirect Examination by Mr. Wiggins	2487
7		
8	DOUGLAS KINKOPH	
9	Prefiled Direct Testimony Inserted Into the Record by Stipulation	2495
10	PATRICIA L. PACEY	
11	Prefiled Rebuttal Testimony Inserted Into the Record by Stipulation	2509
12		
13	MELISSA L. CLOSZ	
14	Direct Examination by Mr. Fincher	2530
	Prefiled Direct Testimony Inserted	2536
	Prefiled Rebuttal Testimony Inserted	2562
15	Cross Examination by Ms. White	2580
	Cross Examination by Ms. Culpepper	2805
16	Redirect Examination by Mr. Fincher	2612

## EXHIBITS - VOLUME 23

2	NUMBER	ID.	ADMTD.
3	77		2492
4	76		2492
5	78 JS-13	2456	2492
6	79 JS-14	2456	2492
7	80 (Late-filed) Number of Local Business Customers ICI is currently providing service to through its own facilities or UNEs purchased from BellSouth; & Business Customers Through Interconnection Agreement	2472	
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9			
10	81 (Late-filed) Status of ICI's Problem with BellSouth's 780 number	2481	
11			
12	82 (Composite) DWK-1 and DWK-2	2493	2494
13	83 (Composite) PLP-1 and PLP-2	2505	2505
14	84 DWK-3	2506	
15	85 PLP-3	2506	
16	86 PLP-4	2508	
17	87 PLP-5	2508	
18	88 MLC-1	2531	2614
19	89 MLC-2	2579	2614
20	90 MLC-3	2579	2614
21	91 (Late-filed) (Confidential) List of UNEs Sprint has ordered from BellSouth	2608	
22			
23	92 (Late-filed) Interconnection Trunks Ordered from BellSouth, and Amounts Ordered	2611	
24			
25			



## 1 P R O C E E D I N G S

2 (Transcript continues in sequence from Volume 22.)

3 JULIA A. STROW

4 continues her testimony under oath from Volume 22.)

5 CONTINUED DIRECT

6 CHAIRMAN JOHNSON: We're going to go ahead and  
7 go back on the record.8 MR. WIGGINS: Thank you, Madam Chairman.  
9 We've had an opportunity to copy and distribute the  
10 insert, so at this point I believe Ms. Strow is ready to  
11 give her summary if that's okay.12 CHAIRMAN JOHNSON: Have y'all had an  
13 opportunity to review it? Let's go ahead and we can  
14 perhaps take care of this before you begin your  
15 summary.

16 MR. WIGGINS: Thank you.

17 CHAIRMAN JOHNSON: Are there any objections to  
18 the language?19 MR. RANKIN: Excuse me, we've had a chance to  
20 review it, Madam Chairman, and I may deal with this on  
21 cross examination with Ms. Strow so we can handle it  
22 that way.23 CHAIRMAN JOHNSON: Very well. The language  
24 will remain as inserted into the record and will be  
25 handled through cross examination questioning.